

Research Subaward Agreement

Prime Recipient:				Subrecipient:			
Principal Investigator (PI):				Subrecipient Principal Investigator (PI):			
Federal Award No:			FAIN:		Federal Awarding Agency:		
Federal Award Issue Date:		Total Amount of Federal Award to Prime \$		CFDA No:			
Project Title:							
Subaward Period of Performance:				Amount Funded This Action:		Subaward No.	
Start:		End:		\$			
Estimated Project Period (if incrementally funded):				Incrementally Estimated Total:			
Start:		End:		\$			
Check all that apply <input type="checkbox"/>		Reporting Requirements (Attachment 4) <input type="checkbox"/>		Subject to FFATA (Attachment 3B) <input type="checkbox"/>		Other <input type="checkbox"/>	
Terms and Conditions							
<p>1) Prime hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are shown in Attachment 5. In its performance of subaward work, Subrecipient shall be an independent entity and not an employee or agent of Prime.</p> <p>2) Prime shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using the standard invoice as shown in Attachment 4, as required in 2 CFR 200.415 (a). <u>Invoices that do not reference Prime Subaward number shall be returned to Subrecipient.</u> Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachments 3A.</p> <p>3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to Prime's Financial Contact, as shown in Attachments 3A, NOT LATER THAN 15 days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.</p> <p>4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient. Prime reserves the right to reject an invoice, in accordance with 2 CFR 200.305.</p> <p>5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown above, "Reporting Requirements."</p> <p>6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Authorized Official Contact, as shown in Attachments 3A and 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.</p> <p>7) Prime may issue non-substantive changes to the Period of Performance and budget bilaterally.</p> <p>8) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.</p> <p>9) Either party may terminate this subaward with 30 days written notice to the appropriate party's Authorized Official Contact, as shown in Attachments 3A and 3B. Prime shall pay Subrecipient for termination costs as allowable under <u>Uniform Guidance, 2 CFR 200</u>, or 45 CFR Part 75 Appendix IX, "Principles for Determining Costs Applicable to Research & Development under Grants and Contracts with Hospitals," as applicable.</p> <p>10) No-cost extensions require the approval of the Prime. Any requests for a no-cost extension should be addressed to and received by the Authorized Official Contact, as shown in Attachments 3A, not less than 30 days prior to the desired effective date of the requested change.</p> <p>11) The Subaward is subject to the terms and conditions of the Prime Award, as shown in Attachment 6 and other special terms and conditions, as identified in Attachment 2.</p> <p>12) By signing this Research Subaward Agreement, Subrecipient makes the certifications and assurances shown in Attachments 1 and 2.</p>							
By an Authorized Official of Prime Recipient:				By an Authorized Official of Subrecipient:			
Name: Yu-Ling Wu		Date		Name:		Date	
Title: Chief Financial Officer				Title:			

<p style="text-align: center;">Attachment 1 Research Subaward Agreement Certifications and Assurances</p>
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By signing the Subaward Agreement, the Authorized Official of Subrecipient certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the Pass-through Entity.
3. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Audit and Access to Records

Subrecipient certifies by signing this Subaward Agreement that it complies with the Uniform Guidance, will provide notice of the completion of required audits and any adverse findings which impact this subaward as required by parts 200.501- 200.521, and will provide access to records as required by parts 200.336, 200.337, and 200.201 as applicable.

<p style="text-align: center;">Attachment 2 Research Subaward Agreement Federal Award Terms and Conditions</p>

Certifications/Assurances

1. By signing this Research Subaward Agreement, Subrecipient makes the certifications and assurances specified in the NSF Grant General Conditions (GC-1), dated January 25, 2016, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance), 2 CFR § 200, and Research Terms and Conditions (RESERVED).

General Terms and Conditions as of the effective date of this Research Subaward Agreement:

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. NSF Grant General Conditions (GC-1), dated January 25, 2016, available at <http://www.nsf.gov/awards/managing/generalconditions.jsp>.
3. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance), 2 CFR § 200 as applicable.
4. The Proposal and Award Policies and Procedures Guide, dated January 25, 2016, including addenda in effect as of the beginning date of the period of performance.
5. Research Terms and Conditions (RESERVED) and NSF Grant General Conditions (GC-1), dated January 25, 2016 available at <http://www.nsf.gov/awards/managing/generalconditions.jsp>, except for the following:
 - a. The right to initiate an automatic one-time extension of the end date provided by Article 4(a) is replaced by the need to obtain prior written approval from Prime;
 - b. The payment mechanism described in Article 13 and the financial reporting requirements in Article 13 are replaced with Terms and Conditions (1) through (4) of this agreement; and
 - c. Any prior approvals are to be sought from Prime and not the Federal Awarding Agency.
6. Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the Subrecipient upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in Article 6, 6(a) and 6(c) of the NSF Grant General Conditions. Title to equipment purchased or acquired with NSF grant funds by a small business or other for-profit organization will vest in the Government, subject to the conditions specified in Article 6, 6(b) and 6(c) of the NSF Grant General Conditions.

Conflict of Interest Policies

Subrecipient Organization certifies that, consistent with the provisions of NSF 15-1, Proposal & Award Policies & Procedures Guide, dated January 25, 2016, it has a documented, active, current, and enforced policy on conflict of interest; that all financial disclosures required by the conflict of interest policy have been made; and that conflicts of interest, if any, were, or prior to the organization's expenditure of any funds under the award, will be, satisfactorily managed, reduced or eliminated in accordance with the Subrecipient Organization's conflict of interest policy. **Conflicts of interest that cannot be satisfactorily managed, reduced, or eliminated must be reported to Prime Organization within 30 days of the Subrecipient Organization's determination.**

Attachment 2 (continued)
Research Subaward Agreement
Federal Award Terms and Conditions

Special terms and conditions:

1. Copyrights: Subrecipient grants to Prime an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime's obligations to the Federal Government under its Prime Award.
2. Data Rights: Subrecipient grants to Prime the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet Prime's obligations to the Federal Government under its Prime Award.
3. No Automatic Carry Forward: Carry Forward requests must be sent to Prime's Financial contact, as shown in Attachment 3A.
4. This Subaward is subject to the terms of NSF Grant General Conditions (GC-1) dated January 25, 2016, available at <http://www.nsf.gov/awards/managing/generalconditions.jsp> including, Article 43. Whistleblower Protection 41 U.S.C. § 4712, as amended by P.L. 112-239, providing protection for whistleblowers.
5. This Subaward Agreement shall be governed by the laws of the State of Massachusetts. Any dispute arising under this Subaward that is not settled by agreement of the parties shall be settled by appropriate legal, equitable, or administrative proceedings in courts or other tribunals of competent jurisdiction located in the State of Massachusetts. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors to the extent allowed by law. Each party agrees to give immediate notice to the other party of any claim, action or suit in any way connected with activities under this Subaward.
6. When publishing the activities, curriculum or resources developed under this grant, the Subrecipient should place the following statement, "Developed in partnership with (logo) The Concord Consortium, Inc.", as close as possible to the resource itself as it is published with a working link to concord.org. The Subrecipient is encouraged to publish the results of its research. In any publication, including web pages, support from the National Science Foundation must be acknowledged as follows: "This material is based upon work supported by the National Science Foundation grant number XXXXXXXX." Unless printed in a professional journal, the following disclaimer should be added: "Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of National Science Foundation." All public releases must state that the work is being done under subaward from The Concord Consortium. The Collaborator shall promptly provide CC a copy of any published work related to this Subaward.
7. Mediation/Arbitration: The parties agree that they will attempt in good faith to settle any and all disputes arising out of, under or in connection with this Subaward including without limitation the validity, interpretation, performance and breach hereof, through a process of mediation in Boston, MA under the supervision of a mutually agreed upon mediator. In the event that mediation fails to settle such a dispute, the parties agree to proceed to binding arbitration in Boston, MA pursuant to the then existing rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court having jurisdiction thereof.

Attachment 3A
Research Subaward Agreement
Prime Recipient Contacts

Subaward Number:

Prime Recipient Name:

Address:

City:

State:

Zip Code+4:

Zip Code [Look-up](#)

Administrative Contact

Name:

Address:

City:

State:

Zip Code:

Telephone:

Email:

COI Contact email (if different to above):

Principal Investigator

Name:

Address:

City:

State:

Zip Code:

Telephone:

Email:

Financial Contact

Name:

Address:

City:

State:

Zip Code:

Telephone:

Email:

Email invoices? Yes No Invoice email (if different):

Invoice Address (if different):

Authorized Official

Name:

Address:

City:

State:

Zip Code:

Telephone:

Email:

Central email:

Attachment 3B

Research Subaward Agreement Subrecipient Contacts

Subaward Number:

Subrecipient Place of Performance for [FFATA](#) reporting

Name:
Address:

City: State: Zip Code+4: Zip Code [Look-up](#)
EIN No.: DUNS: Parent DUNS:
Institution Type: Congressional District:
Is Subrecipient currently registered in [SAM.gov](#)? Yes No
Is Subrecipient exempt from reporting executive compensation? Yes No If no, complete 3B, page 2

Subrecipient Administrative Contact

Name:
Address:

City: State: Zip Code:
Telephone: Email:

Subrecipient Principal Investigator

Name:
Address:

City: State: Zip Code:
Telephone: Email:

Subrecipient Financial Contact

Name:
Address:

City: State: Zip Code:
Telephone: Email:
Central email: Is this the remittance address? Yes No
Remittance Address (if different):

Subrecipient Authorized Official

Name:
Address:

City: State: Zip Code:
Telephone: Email:
Central email:

Attachment 3B Page 2
Research Subaward Agreement
Highest Compensated Officers

Subaward Number:

Subrecipient:

Institution Name:

PI Name:

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4
Research Subaward Agreement
Financial and Non-financial Reporting Requirements

The following Reporting Requirements apply to this Subaward Agreement:

1. Subrecipient agrees to submit **monthly invoices** and progress reports to Prime's Principal Investigator, with a copy to Prime's Financial Contact. Invoices should be submitted before the 15th of the following month. Invoices, including the final invoice, will be paid within 30 days of receipt of complete documentation.
2. Subrecipient agrees to submit an annual progress report in accordance with NSF's Annual Progress Report format to the Prime's PI Contact *fifteen days prior* to the due date of the NSF Annual Report. For this Award, the schedule of due dates are as follows:

NSF Report Is Due	Therefore	Subrecipient Report Is Due
June 30, 2017		June 15, 2017
September 30, 2018		August 31, 2018

3. On an annual basis, Subrecipient agrees to submit audited financial statements to Prime when final.
4. Subrecipient agrees to submit a Final Technical Report to the Prime's Principal Investigator and Financial Contact thirty (30) days before end of the Period of Performance. This Final Technical Report shall consist of:
 - Summary of Work performed and results obtained
 - Copies of any abstracts, manuscripts (published or unpublished), and publications derived from research under this Subaward
 - Full disclosure of intellectual property developed under this Subaward
 - A list of equipment purchased under this Subaward
 - Subrecipient PI's signature attesting to the truth and completeness of the report
5. In addition, in accordance with 37 CFR 401.14, Subrecipient agrees to notify Prime's Principal Investigator and Financial Contact within sixty (60) days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters.

Please follow the Invoice Format on the next page when invoicing expenses.

ORGANIZATION NAME

Invoice No.

Subaward No. _____

Period of Costs: _____

Contract Name: _____

Principal Investigator: _____

<u>Category of Expense</u>	<u>Description</u>	<u>Current Year Budget (A)</u>	<u>Current Expenses (B)</u>	<u>Cumulative Billing (C)</u>	<u>Balance (A – C)</u>
1. Salaries and Wages (list all staff and units worked)	Examples: John Doe, Project Director 20% Bob Green, Researcher 50%				
TOTAL Salaries and Wages					
2.Fringe Benefits at --% of Salaries and Wages					
3. Consultants (list all consultants and units worked)	Examples: William Short, Curriculum Specialist 5 days Alice Brown, Evaluator 10 days				
TOTAL Consultant Cost					
4. Travel *					
5. Other Costs *	Examples: Telephone and postage Copying and printing Office and lab supplies Computer rental Other (Describe)				
TOTAL Other Costs					
6. TOTAL Direct Costs	Sum of Items 1 through 5				
7. Indirect Costs at --% of Total Direct Costs					
TOTAL COSTS	Sum of Items 6 and 7				

* Please include all back up documentation for each category of expense

Brief description of work performed during Invoice Period:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801- 3812).'

Signature/Date of Authorized Subcontractor Official: _____

Attachment 5

Research Subaward Agreement
Statement of Work and Budget